

Cashier's Check Stop Payment Request and Indemnification Agreement

Declaration of Loss Under Penalty of Perjury and Request for Replacement or Refund

The following described Logix Federal Credit Union ("Logix") cashier's check ("check") has been lost, stolen, destroyed:

Name _____ Account Number _____ Check Number _____

Date Issued _____ Amount \$ _____ Payee _____

The cashier's check was subsequently endorsed to: _____ Date of Claim _____

I lost possession of the check on or about (date) _____. I did not willfully give/transfer the cashier's check to anyone.

If the check was stolen, I have have not filed a police report.

If applicable, the police report was filed on _____ with _____ Police Department.

I make this request in my capacity as:

- Purchaser of the check
- Payee of the check

I request Logix to:

- issue a replacement check
- issue a refund for the amount of the check (Purchaser only)

Indemnity Agreement for Replacement or Refund of Cashier's Check

1. I understand and agree, in the event that the Logix cashier's check described above is presented for payment and Logix pays the check, I must refund the amount paid and the refund may be debited from my account. If there are insufficient funds in my account I must refund Logix the amount of the check within 10 days from the date written demand is sent to my last known address.
2. I understand and agree if Logix does not pay the check, I may be obligated to pay the amount of the check to the person having the rights of a holder in due course.
3. I understand and agree my liability to Logix shall accrue immediately upon the presentation for payment of the original Instrument or the assertion by any party whatsoever of any claim under or on account of the said Instrument irrespective of the manner or procedure in or by which the said presentation or assertion is made. I agree at any time and immediately upon demand to furnish Logix with and pay for a bond in a form satisfactory to Logix executed by a corporate surety satisfactory to Logix in the principal amount of the original Instrument so as to secure the foregoing obligation of the undersigned or Logix may require funds remain on deposit in the purchaser's account to protect Logix against loss. I hereby agree to deliver to Logix for cancellation the original Instrument if the same shall ever be found.
4. I understand and agree if more than one person makes this Indemnity Agreement with Logix, the representations and warranties herein shall be joint and several and this Indemnity Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned and shall inure to the benefit of Logix, its successors, and assigns. This obligation is unlimited as to time.

I request replacement or refund of the above described Logix cashier's check. In consideration of Logix acting in reliance upon the foregoing representations and warranties in the Declaration of Loss Under Penalty of Perjury and Request for Replacement or Refund of Logix Cashier's Check and/or in this **Indemnity Agreement** and in further consideration of Logix Federal Credit Union's compliance with the foregoing request and honoring the claim earlier than **90 days** after the issuance of the check, **I understand and agree** to defend, indemnify and hold harmless Logix Federal Credit Union from and against any and all claims, demands, losses, damages, actions, and cause of actions, including expenses, costs, and reasonable attorneys' fees incurred by Logix having relied upon the foregoing representations and warranties and/or complied with the foregoing request of the undersigned.

Declaration Under Penalty of Perjury

I declare, under penalty of perjury, that all statements contained in this document are true and correct, the loss of possession of the check was not the result of a transfer by me or a lawful seizure, and I cannot reasonably obtain possession of the check because the check was destroyed, its whereabouts cannot be determined, or it is in the possession of a person that is either unknown, cannot be found, or is not amenable to service of process.

X _____ Purchaser's Signature		X _____ Payee's Signature (complete Payee's* info. below)	
_____	Date	_____	Date
Payee's* Address _____		Payee's* Telephone _____	Payee's* Identification _____

SIGNATURE NOTARY ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not to the truthfulness, accuracy, or validity of the document.

State of _____ County of _____

Place Notary Seal Here

On _____ (Date) Before me, _____ (Name and Title of Officer)

personally appeared, _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal. Signature: _____